



**SPECIAL MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS    SEPTEMBER 21, 2015    1:30 P.M.**

**CONSENT AGENDA**

- \*    Approval of minutes – September 15, 2015
- \*    Confirmation of committee appointments

David Comerota would fill the unexpired term of Patrick Campbell on the Convention and Tourism Advisory Board. The term would commence September 21, 2015 and expire June 17, 2016. (Mayor Becky Ames)

- A)    Approve a resolution authorizing the granting of a Pipeline License Agreement within the City of Beaumont with Martin Operating Partnership, LP

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT David Comerota is appointed to the Convention and Tourism Advisory Board to fill the unexpired term of Patrick Campbell. The term will commence September 21, 2015 and expire June 17, 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 21st day of September, 2015.

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- Mayor Becky Ames -

# **BEAUMONT**

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**PREPARED BY:** Dr. Joseph Majdalani, P.E., Public Works Director *JM*

**MEETING DATE:** September 21, 2015

**REQUESTED ACTION:** Council consider a resolution authorizing the granting of a Pipeline License Agreement within the City of Beaumont with Martin Operating Partnership, LP.

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## **BACKGROUND**

Martin Operating Partnership, LP has requested permission to install a 12" natural gasoline pipeline which will cross a 12" water line and a 6" sanitary sewer line within TXDOT's Spur 380 (Martin Luther King Jr. Parkway) and a 12" waterline within TxDOT's (Ohio Street) rights-of-way.

There is a one-time fee of \$500 for the Pipeline License Agreement.

## **FUNDING SOURCE**

Not applicable.

## **RECOMMENDATION**

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to grant a Pipeline License Agreement to Martin Operating Partnership, LP, substantially in the form attached hereto as Exhibit "A," to install a twelve inch (12") natural gasoline pipeline which will cross a twelve inch (12") water line and a six inch (6") sanitary sewer line within TxDOT's Spur 380 (Martin Luther King Jr. Parkway) right-of-way and a twelve inch (12") water line within TxDOT's Highway 96/69 and Ohio Street right-of-way for the purpose of transporting oil, gas, water, or their oil products and the pipelines are to be constructed in compliance with City requirements.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 21st day of September, 2015.

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- Mayor Becky Ames -

CITY OF BEAUMONT  
APPLICATION FOR  
PIPELINE LICENSE AGREEMENT

THE STATE OF TEXAS           §

COUNTY OF JEFFERSON       §

Business Name: Martin Operating Partnership, LP      Business Phone: ( ) 903-988-6466

Business Address: 4200 Stone Road, Kilgore, Texas 75662

The City of Beaumont, hereinafter called "City", for and in consideration of the sum specified herein Five Hundred and No/100 Dollars (\$500.00)

\_\_\_\_\_ hereby grants to  
Martin Operating Partnership LP

\_\_\_\_\_ hereinafter called "Licensee", the license to lay, maintain, operate, replace, or remove a pipeline for the transportation of oil, gas, water, or their products, on or across the following streets, alleys and easements or other right-of-way situated in the City of Beaumont, Jefferson County, Texas, to-wit:

<u>Street Name or R.O.W. Description</u>	<u>Length (Linear Feet)</u>
<u>S MLK Pkwy aka Spur 380 - TX DOT ROW</u>	<u>+/- 155'</u>
<u>Highway 96/69 and Ohio Street - TX DOT ROW</u>	<u>+/- 350'</u>

#### COST OF LICENSE:

Licensee shall make payment to the City of Beaumont as follows:

- License Agreement fee - \$500.00
- Annual fee of \$2.25 per linear foot of pipeline located within the City right-of-way. Said fee shall be reset on January 31, 2001 and shall be reset every ten (10) years, thereafter, to a level to be determined by the City Council or their delegated representative.
- Street Cut and Barricading Permit to work in the City right-of-way: \$10.00 for permit, plus \$5.00 per day for each location.

All fees, including the first annual fee for linear foot usage and Street Cut and Barricading Permit shall be made to the Engineering Division and payable to the City of Beaumont prior to construction.

This license is granted by the City of Beaumont subject to conditions. Failure to comply with the following may result in termination of agreement (see page 8).

#### GENERAL CONDITIONS:

- Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The street rental fee and the regulations controlling the payment of such fee will be those as lawfully established by the ordinances of the City.
- All pipelines crossing public rights-of-way shall be bored from right-of-way line to right-of-way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.
- The pipeline shall be constructed in such a manner as approved by the City and/or the Texas Department of Transportation so as it does not interfere with the use of the public streets and alleys.

- o The pipeline shall be installed a minimum of five (5) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, unless otherwise authorized by the City and/or Texas Department of Transportation. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline (see page 4).

The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance. Bore pits shall be backfilled according to City standards.

- o Excavations necessary for the construction, repair, or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the City's Engineering Division and/or the Texas Department of Transportation.
- o Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed will be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of this line.
- o Barricades, warning signs and lights, and flag persons shall be provided by the contractor or owner when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City (Public Works Department) in advance.
- o Any construction which takes place in, on under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Written proof of said permission is to be provided to the City as part of the application process. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Beaumont.

- Any licenses, permits or agreements required by another government entity (County, State or Federal) shall be obtained and a copy of such document shall be provided to the City.

If agreement is not required by said government entity, then documentation regarding such will be provided to the City of Beaumont.

- Licensee shall provide copies of all necessary agreements to be obtained from other City Departments.
- Licensee shall be responsible for acquiring all agreements necessary for the lawful use of any private property.
- A map showing the location of the proposed pipeline shall be provided. (1"=2,000' City of Beaumont map or United States Geological Survey Map)
- The pipeline shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once the pipeline is in operation, any damage that occurs to the pipeline which results in exposure or release of product must be reported **immediately to the City Fire Department and Public Work's Department.** Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at it's own cost.
- The Licensee shall be responsible for any and all costs associated with the relocation of the pipeline. As provided, the necessity for relocation of the pipeline shall be solely within the discretion of City and/or the Texas Department of Transportation.
- Permits which allow lines to be maintained or constructed in City right-of-way shall be obtained by Licensee or it's contractor prior to beginning maintenance or construction. The fee for such permits is in addition to this License Agreement fee. (See Cost of License)
- Installation will be done in accordance with all City standards and statutes of the State of Texas.



**REQUIRED COVERAGE:**

- Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Beaumont as an Additional Insured. Such policy shall provide for the following minimum coverage:

- Bodily injuries:       \$ 300,000.00 per person  
                              \$1,000,000.00 per incident

- Property Damage:     \$1,000,000.00

Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline.

Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

- Licensee shall have in force with the City a surety bond in the principal amount of \$100,000.00. The bond shall be payable to the City of Beaumont for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that and it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.
- Licensee shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. This indemnity expressly extends to claims alleging negligence by the City of Beaumont, its agents, officers or employees, arising from actions taken or occurrences under this license agreement.
- If the pipeline or any part thereof installed by Licensee shall be in any respect damaged or injured by City or any of its agents or employees in connection with the performance of any work or repairs that may be done upon the streets, alleys, or easements mentioned herein:

Licensee shall not be entitled to prosecute or maintain a claim against the City of Beaumont for any such damage or injuries so sustained by it; however, said conditions shall not prevent Licensee from recovering against any contractor who shall damage Licensee's property in the course of such contractor's performance of any contract with the City.

OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.:

- o City will use its best efforts to notify Licensee of any proposed construction and/or maintenance, to be done by City forces or by contract for the City, within the R.O.W. involved with this license.

Notification, to Licensee, of other construction and/or maintenance permitted by the City and within the R.O.W. involved with this license will be the responsibility of the company obtaining said permit.

Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

Licensee shall maintain a local, or toll free, telephone number to be called for notification of construction or maintenance and for location of lines. Such number, or charges to such number, will be provided to the City (Department of Public Works) and kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City R.O.W. and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such contact shall constitute notification for Licensee to provide location of its lines. Failure, by Licensee, to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

- o City reserves the right to lay, and to permit to be laid, sewer, gas, water and other pipes and cables, and to do or permit to be done any underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

- Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right-of-way.

NOTIFICATION/INSPECTION:

- Any and all work to be performed on City right-of-way (R.O.W.) shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.
- Licensee shall provide the City (Public Works Department - Engineering Division) twenty-four (24) hours prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or R.O.W. crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.
- Licensee shall notify the Engineering Division at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

SPECIAL CONDITIONS:

Nonassignable

This license is personal to the Licensee. It is nonassignable and any attempt to assign this license will terminate the license privileges granted to Licensee hereunder.

Termination

This agreement is subject to termination by the City if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected either by personal delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont  
P.O. Box 3827  
Beaumont, Texas 77704

Attn: City Manager

Name of Licensee: Martin Operating Partnership, LP

Address of Licensee: 4200 Stone Road

City and State of Licensee: Kilgore, Texas 75662

Upon cancellation, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer. In the event of cancellation, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this \_\_\_\_ day of September, A.D. 20 15.

CITY OF BEAUMONT, TEXAS

By: \_\_\_\_\_  
Kyle Hayes, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPLICANT'S COMPANY NAME:  
(Licensee)

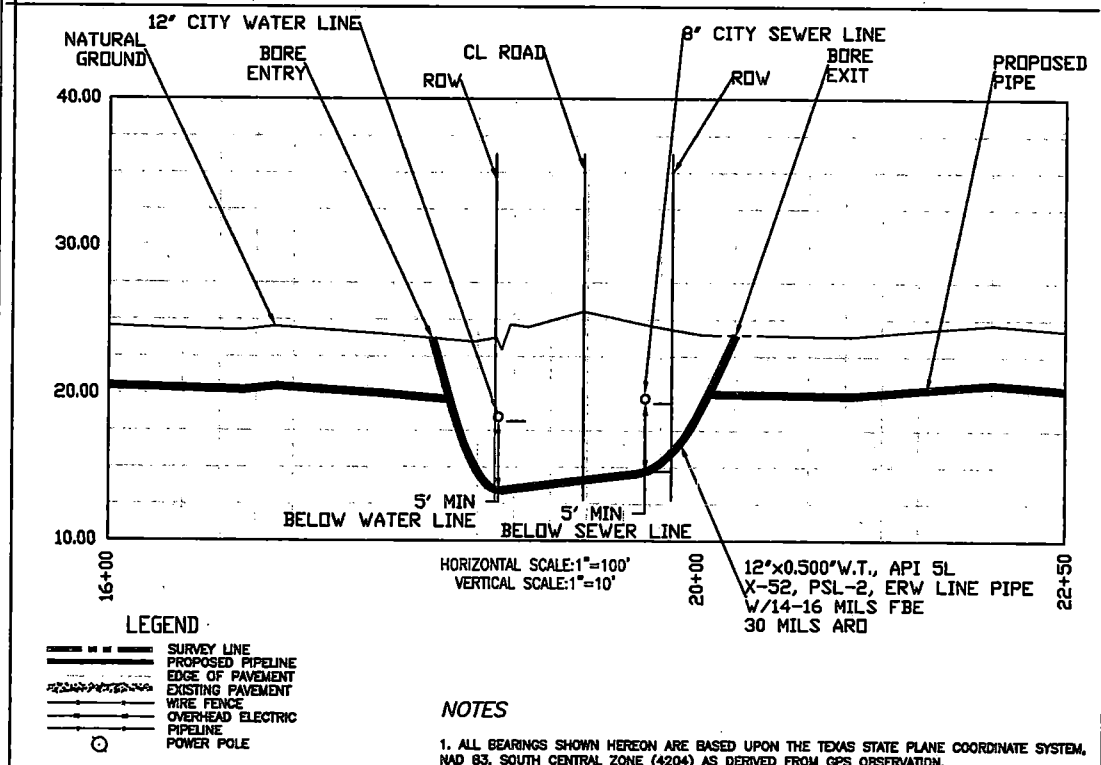
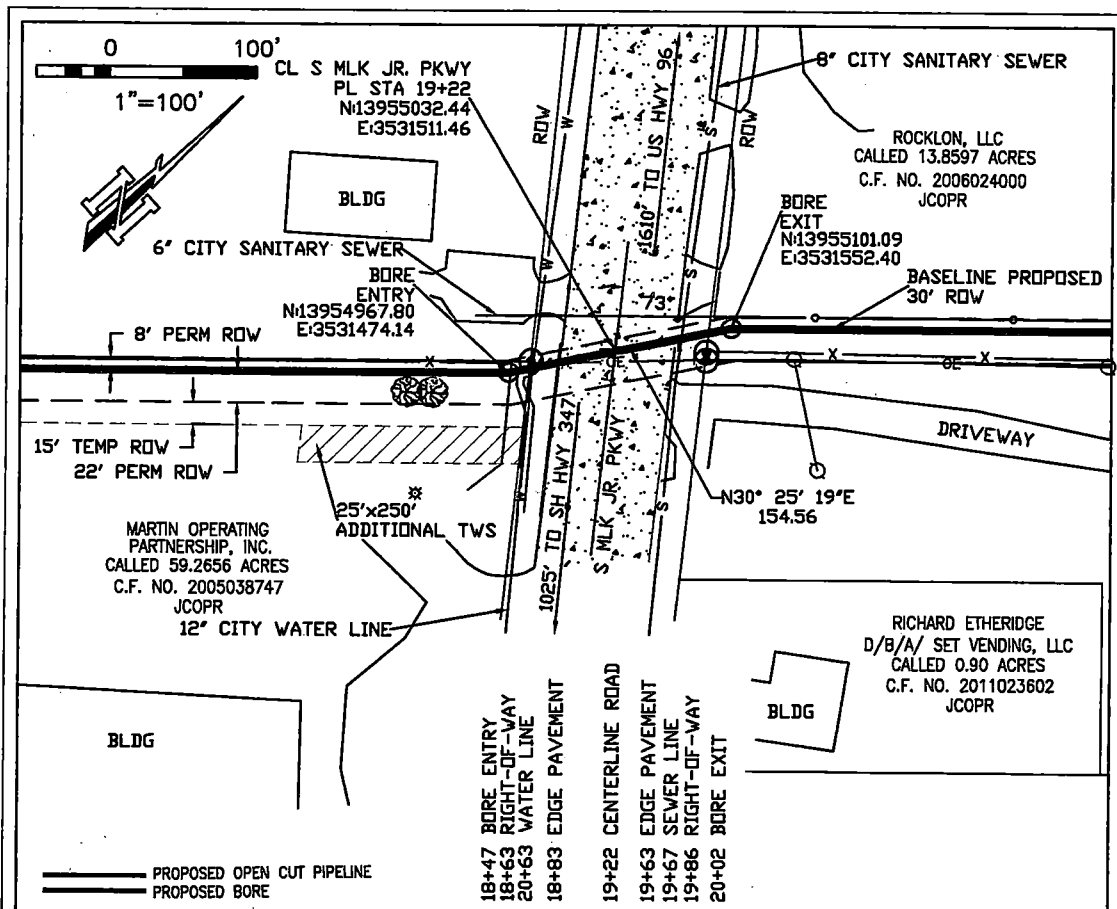
MARTIN OPERATING PARTNERSHIP, LP,  
a Delaware limited partnership

Represented by:

By: Martin Operating GP LLC, its general partner  
By: Martin Midstream Partners L.P., its sole member  
By: Martin Midstream GP LLC, its general partner

By: Robert D. Bondurant  
Name: Robert D. Bondurant  
Title Executive Vice President

ATTEST:  
By: Cl. Booth  
Secretary



DRAWN BY: CMF		DATE: 12/10/2014	
CHECKED BY: MCB		DATE: 12/10/2014	
APPROVED BY: MCB		DATE: 12/10/2014	
SCALE: 1 INCH = 100 FEET		SHEET 1 OF 1	
REV	DATE	DESCRIPTION	BY
JOB NUMBER: MMP.002			
CLIENT JOB NUMBER:			

140 E. Tyler St. Ste 600 Longview, Texas 75601  
T. 903-236-7700 F. 903-236-7779  
www.ksaeng.com

**EXHIBIT "A"**

**THE BEAUMONT NATURAL**

**GASOLINE PIPELINE**

**PROPOSED PERMIT PLAT**

**CROSSING S MLK JR. PKWY**

**JEFFERSON COUNTY, TEXAS**

DWG. MMP.002 S MLK JR. PKWY X-ING	REV. 1
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# **BEAUMONT**

— T E X A S —

**SPECIAL MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS      SEPTEMBER 21, 2015      1:30 P.M.**

**AGENDA**

**CALL TO ORDER**

- \*      Invocation                      Pledge                      Roll Call
- \*      Presentations and Recognition
- \*      Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda

**EXECUTIVE SESSION**

- \*      Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Beaumont Police Officers Association vs. City of Beaumont

**GENERAL BUSINESS**

1.      Consider amending Section 2.03.075 of the Code of Ordinances related to authorized positions in the Police Department

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.



**September 21, 2015**

Consider amending Section 2.03.075 of the Code of Ordinances related to authorized positions in the Police Department

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# BEAUMONT

— T E X A S —

**TO:** City Council

**FROM:** Kyle Hayes, City Manager

**MEETING DATE:** September 21, 2015

**REQUESTED ACTION:** Council consider amending Section 2.03.075 of the Code of Ordinances related to authorized positions in the Police Department.

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## **BACKGROUND**

The Code of Ordinances currently authorizes two Captain positions. Former Captain Jim Clay was recently promoted to Assistant Chief and former Captain David G. Durst recently retired, leaving these two positions vacant. Chief Singletary would like the City Council to eliminate the two Captain positions and add two Sergeant positions. The total number of authorized positions in the Police Department would remain at 260.

## **RECOMMENDATION**

Approval of the amended ordinance.

ORDINANCE NO.

ENTITLED AN ORDINANCE AMENDING SECTION 2.03.075 OF THE CODE OF ORDINANCES BY DECREASING THE NUMBER OF GRADE IV CAPTAIN POSITIONS FROM TWO (2) TO ZERO (0) AND INCREASING THE NUMBER OF GRADE II SERGEANT POSITIONS IN THE BEAUMONT POLICE DEPARTMENT FROM FORTY-TWO (42) TO FORTY-FOUR (44); PROVIDING FOR SEVERABILITY AND PROVIDING FOR REPEAL.

Section 1.

That Chapter 21, Section 2.03.075, of the Code of Ordinances of the City of Beaumont be and the same is hereby amended to decrease the number of Grade IV Captain positions in the Beaumont Police Department from two (2) to zero (0) and increase the number of Grade II Sergeant positions in the Beaumont Police Department from forty-two (42) to forty-four (44).

Section 2.

That if any section, subsection, sentence, clause or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid, such invalidity shall not affect the remaining portions of this ordinance and, to such end, the various portions and provisions of this ordinance are declared to be severable.

Section 3.

All ordinance or parts of ordinances in conflict herewith, including conflicting portions of the City Budget, are repealed to the extent of the conflict only.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 21st day of  
September, 2015.

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- Mayor Becky Ames -